

REMARKS

I. INTRODUCTION

Claim 3-11, 15-16, and 22-23 are pending. Claims 22 and 23 are independent claims. In the Office Action, claim 3 was objected to because of an allegedly improper status identifier in Applicants' July 14, 2008, Amendment. Claims 22-23 were rejected under 35 U.S.C. § 112, first paragraph, as allegedly failing to comply with the written description requirement. Claims 22-23 were also rejected under 35 U.S.C. § 112, second paragraph, as allegedly indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. Claims 3-11, 15-16, 22, and 23 were rejected under 35 U.S.C. § 103(a) as allegedly unpatentable over United States Patent No. 5,937,391 ("Ikeda") in view of United States Patent No. 6,178,408 ("Copple").

In view of the following arguments, all claims are believed to be in condition for allowance over the prior art of record. Therefore, this response is believed to be a complete response to the Office Action. However, Applicants reserve the right to set forth further arguments supporting the patentability of their claims, including the separate patentability of the dependent claims not explicitly addressed herein, in future papers. Further, for any instances in which the Examiner took Official Notice in the Office Action, Applicants expressly do not acquiesce to the taking of Official Notice, and respectfully request that the Examiner provide an affidavit to support the Official Notice taken in the next Office Action, as required by 37 CFR 1.104(d)(2).

II. CLAIM OBJECTION

The status identifier for claim 3 is believed to be correct in this paper, and therefore the objection to claim 3 set forth in the Office Action should be withdrawn.

III. SECTION 112 REJECTIONS

Without acquiescing to the Examiner's reasoning concerning the rejections set forth in the Office Action under the first and second paragraphs of Section 112, the present amendments to claims 22 and 23 are believed to overcome the rejections, which should therefore be withdrawn.

IV. SECTION 103 REJECTIONS

In rejecting claims 22 and 23, the Examiner conceded that Ikeda does not teach or suggest "a determining mechanism that determines whether a seller, selling the commodity designated by the

received commodity data, has specified [a maximum value] of the discount points the buyer can use in one transaction.” (Office Action, page 6.) The Examiner then contended that Copple compensates for the acknowledged deficiencies of Ikeda. (Id.) However, Copple discloses that “the user” provides “an account update 218 listing the total amount of redeemable points that the user has collected to date.” This user-entered number of points “then becomes the maximum number of points that the user is allowed to bid on any specific item or in the aggregate if the user bids on more than one item at a time.” (Copple, column 5, lines 13-18.) Copple thus teaches at most a user or promoter (Copple, column 5, lines 31-33) specifying a redeemable number of points, and does not teach or suggest any determining mechanism with respect to his redeemable number of points. In sum, Copple includes no teaching or suggestion of a “seller” specifying “a maximum value” of redeemable points that may be used. Like Ikeda, Copple cannot teach or suggest a “mechanism that determines whether a seller . . . has specified a maximum value of the discount points the buyer can use in one transaction.”

Further, Copple teaches against a mechanism that “determines, as the discount points to be used for buying the designated commodity, either one of the smaller of the discount points that is stored in the memory corresponding to the buyer and the discount points designated by an amount data received by the receiving mechanism when the seller has not specified the maximum value” because Copple teaches only one possible value for a “the maximum number of points that the user is allowed to bid on any specific item or in the aggregate.” (Copple, column 5, lines 15-17.) Thus, one reading Copple would have thought there was no reason to determine “either one of the smaller amount of the discount points that is stored in the memory corresponding to the buyer in the discount points designated by an amount data received by the receiving mechanism when the seller has not specified the maximum value.”

Moreover, because Ikeda does not, as the Examiner has conceded, disclose “a maximum value of the discount points the buyer can use in one transaction,” Ikeda cannot teach or suggest a mechanism that determines discount points “when the seller has not specified the maximum value.”

For at least the foregoing reasons, claims 22 and 23 are allowable over the cited references. All dependent claims are allowable at least by reason of their dependence from claim 22.

V. CONCLUSION

All rejections have been addressed. In view of the above, the presently pending claims are believed to be in condition for allowance. Accordingly, reconsideration and allowance are respectfully requested and the Examiner is respectfully requested to pass this application to issue. It is believed that any fees associated with the filing of this paper are identified in an accompanying transmittal. However, if any additional fees are required, they may be charged to Deposit Account 18-0013, under order number 65316-0008. To the extent necessary, a petition for extension of time under 37 C.F.R. 1.136(a) is hereby made, the fee for which should be charged against the aforementioned account.

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Respectfully submitted,

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